Upon suit to reform this policy the phrase, "Concurrent insurance allowed," was inserted. On the first hearing the court decided against the plaintiff, but on a rehearing the majority reversed the former opinion and *held,* that insured could take out additional insurance without the consent of defendant company. *Kelly et al.* v. *Liverpool & London & Globe Ins. Co.* (1907), — Minn. —, 112 N. W. Rep. 870.

The logic of the situation would seem to be with the minority. The agent waived the condition against other insurance in so far as it applied to policies of which he had knowledge. On the meaning of "Concurrent Insurance," see *East Texas Ins. Co.* v. *Blum,* 76 Texas 653, 13 S. W. 572; *Philadelphia Underwriters Ins. Co.* v. *Bigelow,* 48 Fla. 105, 37 So. 210; *Senor* v. *Miller's Ins. Co.,* 181 Mo. 104, 79 S. W. 687. The question involved is really one of waiver. The subject matter of the waiver must have been in the minds of the parties. *Hartford Fire Ins. Co.* v. *Small,* 66 Fed. 490, 14 C. C. A. 33, 30 U. S. App. 127. In the present case nothing relative to additional insurance is shown by the evidence.

INSURANCE—MUTUAL BENEFIT—UNREASONABLE CHANGE OF BY-LAWS.—Plaintiff's wife became a member of the Court of Honor, under a by-law and certificate providing that no benefit of a member who committed suicide, unless he was at the time under treatment for insanity, would be paid. She agreed to be bound by all future by-laws and amendments. Before her death a by-law was passed, limiting the benefit in case of suicide to 5% of the face of the certificate for each year of membership. *Held,* the new by-law was unreasonable. *Olson et al.* v. *Court of Honor* (1907), 100 Minn. 117, 110 N. W. Rep. 374.

This case is of interest in that it adds another to the somewhat unstable list of "unreasonable changes" in the by-laws of benefit associations. The court holds that the excepted causes cannot be added to "for by repeated amendments of its by-laws, it [the association] may exempt from the operation of the certificate so many causes or diseases as to make it practically worthless." Just what constitutes a reasonable change is hard to determine. One making certain injuries excepted risks has been held reasonable on the ground that it disturbs no vested rights: *Hall* v. *Travellers' Association,* 69 Neb. 601, 96 N. W. 170; so has an amendment defining a broken leg; *Ross* v. *The Brotherhood of America,* 120 Ia. 692, 95 N. W. 207; likewise an amendment increasing assessments for which a member is liable, on the ground that such increase was necessary to carry out the purposes of the association. *Miller* v. *National Council,* 69 Kans. 234, 76 Pac. 830. Some changes which have been held unreasonable, are: Change without notice to member of by-law providing for the payment of assessment without notice; *Thibert* v. *Knights of Honor,* 78 Minn. 448, 81 N. W. 220, 47 L. R. A. 136, 79 Am. St. Rep. 412; a change prohibiting the insured to engage in the occupation of brakeman, on the ground that it prejudiced the rights of preexisting members without notice to them; *Tebo* v. *Royal Arcanum,* 89 Minn. 3, 93 N. W. 513; a change providing that past acts of a member may avoid the contract; *Grafstrom* v. *Order of Friends,* 43 N. Y. Supp. 266; a change making suicide,

sane or insane, an excepted risk; *Bottger* v. *Legion of Honor,* 79 N. Y. Supp. 684; but the contrary view is expressed in *Maccabees* v. *Hammers,* 81 Ill. App. 560, on the ground that the company might make restrictions to avoid extra hazard—of which suicide is one. Several courts have ventured generalizations. *Webber* v. *Maccabees,* 172 N. Y. 490, 65 N. E. 258, 92 Am. St. Rep. 753, stating that if by the change the member is or may be deprived of vested contract rights it is unreasonable; a change in the plan of insurance itself and not merely in the method of carrying out the plan, as where the amount of benefit payable by the certificate is reduced; *Wuerferr* v. *Order of Druids,* 116 Wis. 119, 92 N. W. 433, 96 Am. St. Rep. 490; if it amounts to a change in the essential elements of the contract, thereby disturbing a vested right, it is unreasonable; *Weiler* v. *Equitable Union,* 92 Hun 277, 36 N. Y. Supp. 734. No general rule has yet been drawn; each case has been decided in accordance with the particular facts.

JUDGMENT—RES JUDICATA.—Plaintiff brings this action to recover in his own right from the defendant company for loss of services of his minor son and expenses incurred on account of personal injuries received by said minor in an accident which occurred in the manufacturing plant of said company, and alleged to have been caused by and through its negligence. In a former action brought by the plaintiff as next friend of his son, in which he sought to recover damages for injuries growing out of the same accident, judgment was rendered in favor of the defendant. Defendant pleads said judgment in bar. *Held,* that, as evidence of loss of service of the child during minority and of money expended on account thereof, was introduced in the former action, judgment for the defendant in such action is a bar to the present action by the parent. *Bowring* v. *Wilmington Malleable Iron Co.* (1907), — Del. —, 67 Atl. Rep. 160.

When a minor is injured by tortious act, two causes of action arise: I. In favor of the minor, for the personal injury and suffering; to recover damages therefor, he must sue by his guardian or next friend. COOLEY, TORTS (2nd ed.), p. 268 ff; *Rogers* v. *Smith,* 17 Ind. 323; *Wilton* v. *Middlesex R. R. Co.,* 125 Mass. 130. II. In favor of the parent. A father or one standing in loco parentis, is entitled to the earnings of his minor son, unless he has emancipated him. *Halliday* v. *Miller,* 29 W. Va. 424; *Savings Bank* v. *McLean,* 84 Mich. 625; *Otis* v. *Hall,* 117 N. Y. 131. Hence he has an undoubted right of action for the loss or deprivation of those services, by a tort committed against such child. COOLEY, TORTS, 228 (2nd ed.); 3 SUTHERLAND, DAMAGES, § 279; *Karr* v. *Parks,* 44 Cal. 46; *Shields* v. *Yonge,* 15 Ga. 349; *Rogers* v. *Smith,* 17 Ind. 323. This much is granted by the case under discussion; but its decision is based upon the ground that the son has been emancipated. Emancipation need not be expressed but may be implied by the law from circumstances, or inferred from the conduct of the parent. *Farrel* v. *Farrel,* 3 Houst. (Del.) 633; *Armstrong* v. *McDonald,* 10 Barb. (N. Y.) 300. According to the reasoning of the principal case, if the parent, in acting as next friend, permits the minor to sue for damages for loss of services, he thereby emancipates him; the right of action for loss of services,